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CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAR 17 2016

Sherril R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

Attorneys for Plaintiff STEPHEN R. ENOS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

12 STEPHEN R. ENOS, as an
13 individual Plaintiff

14 vs.

15 LIVE NATION, INC., a Delaware
16 Corporation, INSOMNIAC HOLDINGS,
17 LLC, a California Limited Liability
18 Corporation, INSOMNIAC, INC. a California
19 Corporation, PASQUALE ROTELLA, an
20 individual residing in California, and DOES
21 1-20

Defendants.

CASE NO. BC 614095

VERIFIED COMPLAINT FOR
TRADEMARK INFRINGEMENT, TRADE
DRESS INFRINGEMENT,
CANCELLATION OF TRADEMARK
REGISTRATIONS, UNFAIR
COMPETITION AND PRELIMINARY
AND PERMANENT INJUNCTIVE
RELIEF

DEMAND FOR JURY TRIAL

THE RUDD LAW FIRM, A P.C.
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By Fax

1 Plaintiff STEPHEN R. ENOS, professionally known as "STEVE ENOS," alleges:

2 **PARTIES**

3 1. Plaintiff Stephen R. Enos ("Enos"), professionally known as Steve Enos, was at all times
4 relevant herein, an individual resident in the County of Los Angeles, State of California.

5 2. On information and belief, defendant Live Nation, Inc. ("Live Nation") is a Delaware
6 corporation with its principal place of business in the County of Los Angeles, State of California.

7 3. On information and belief, defendant Insomniac Holdings, LLC ("IH") is a California
8 limited liability company with its principal place of business within the County of Los Angeles,
9 State of California.

10 4. On information and belief, defendant Insomniac, Inc. ("II") is a Nevada corporation with
11 its principal place of business within the County of Los Angeles, State of California.

12 5. On information and belief, defendant Pasquale Rotella ("Rotella") is an individual
13 resident in the County of Los Angeles, State of California.

14 6. Although the exact relationship among Rotella, IH, and II is unknown, Plaintiff believes
15 that II was Rotella's operating company and that IH is under the control of both Rotella and Live
16 Nation in some combination.

17 7. Plaintiff lacks sufficient information to segregate acts as between II and IH and therefore
18 collectively refers to these entities as "Insomniac."

19 8. Plaintiff Enos is informed and believe and based thereon alleges that the fictitiously
20 named defendants sued herein as Does 1 through 20, and each of them, are, in some manner,
21 responsible or legally liable for the actions, events, transactions and circumstances alleged
22 herein. The true names and capacities of such fictitiously-named defendants, whether individual,
23 corporate, or otherwise are presently unknown to Plaintiff, and Plaintiff will seek leave of Court
24 to amend this Complaint to assert the true names and capacities of such fictitiously-named
25 defendants when the same have been ascertained. For convenience, each reference to a named
26 defendant herein shall also refer to defendants Does 1 through 20.

27 9. Plaintiff is informed and believe and based thereon alleges that the Defendants were and
28 are the agents, licensees, employees, partners, joint-venturers, co-conspirators, owners,

principals, and employers of the remaining Defendants, and each of them are, and at all times herein mentioned were, acting within the course and scope of that agency, license, partnership, employment, conspiracy, ownership, or joint venture. Plaintiff is further informed and believe and based thereon allege that the acts and conduct herein alleged of each of the Defendants were known to, authorized by, or ratified by the other Defendants, and each of them.

FACTS COMMON TO ALL COUNTS

10. In about 1987, Enos began promoting and performing as a Disc Jockey or "DJ" selecting, mixing, and creating the music played at various Electronic Dance Music ("EDM") parties in Los Angeles County, and elsewhere, just as EDM was emerging as a separate musical genre and gaining popularity. By 1990, he was already a well-known Promoter/DJ in the Los Angeles EDM scene. In 1990 alone, Enos promoted or performed at multiple EDM events.

11. Enos appeared professionally as Steve Kool-Aid, Mr. Kool-Aid or DJ Kool-Aid. A web link to music created by Enos, performing as Kool-Aid, active as of March 2, 2015, is <http://simfonik.com/audio/mr-kool-aid-mickeys-mental-side-a.mp3>.

12. Upon information and belief, Enos' use of "Kool-Aid" as a stage name led to a trend of using EDM stage names among EDM DJ's that still continues.

13. By 1990, both to attract existing EDM fans to their shows and performances and to gain new fans, Enos and others in the Los Angeles EDM scene competed to invent new and ever-more-creative names for EDM events. In the wake of the twentieth anniversary of the Woodstock Music Festival in 1989, and in *homage* to the "psychedelic" band names and art works of the late 1960's and early 1970's, such names and art became popular in connection with EDM events. Enos had already promoted events with such names in the Los Angeles EDM scene. Attached as **Exhibit 1** are true and correct copies of relevant pages from the book, "Classic Rock Posters" by Dennis Loren and Mick Farren (2013), featuring works by Enos.

14. Because Enos was promoting six to seven EDM events per year during this period and performing as a DJ at many more, and because each event Enos promoted required substantial planning; significant time, at least several months, elapsed between the time an event was conceived and the time that event actually took place. The logistical challenges posed by events

1 varied with the size and theme of the event.

2 15. In or around mid-1990, recognizing that due to the widely differing themes of the EDM
3 events he was promoting, Enos decided to "brand" his varied and numerous EDM events under
4 one name or umbrella so his EDM fans would know that, despite widely differing names,
5 themes, and locations, the events were, in fact, promoted by Enos, performing as Kool-Aid.

6 16. In late 1990, Enos formed Double Hit Mickey. Starting around New Years' Eve of 1990,
7 Enos began referring to all his events as Double Hit Mickey events, and by mid-1991, Enos and
8 Mr. Gary Richards became partners in DHM, later forming Double Hit Productions, Inc. They
9 first collaborated on Magical Mickey's Holy Water Adventure, held at Wild Rivers Water Park
10 in or about May of 1991, and then again on the first Electric Daisy Carnival ("EDC"), held in
11 August, 1991 in Chino, California ("Chino EDC").

12 17. In about 1990, Enos first invented the name "Electric Daisy Carnival" while living with
13 several other people, including Alisa Loftin, and Linda Cumming, in a loft called the Santa Fe
14 Lofts, located at 5th St. and Main St. in downtown Los Angeles.

15 18. Enos, performing as Kool-Aid, originally thought of the name "Happy Hippos Electric
16 Daisy Carnival," but soon thought it better to split "Happy Hippos Electric Daisy Carnival" into
17 two events, "Happy Hippos Electric Circus," and "Electric Daisy Carnival." Happy Hippos
18 Electric Circus took place in a circus tent in December of 1990, while Electric Daisy Carnival
19 took place outdoors with carnival rides and attractions in August of 1991.

20 19. The Chino EDC was the first Electric Daisy Carnival event and was attended by
21 approximately three to four thousand people. A true and correct copy of a flier for that event is
22 attached hereto as Exhibit 2.

23 20. The Chino EDC was groundbreaking in many ways and is still copied by EDC events
24 promoted by Rotella, Insomniac and Live Nation. Upon information and belief, the first EDC
25 was the first large, outdoor, EDM event. It was also groundbreaking in featuring multiple
26 outdoor sound stages and in emphasizing a carnival theme, with outdoor carnival rides, such as a
27 huge Ferris wheel and other rides, along with two huge "Moon Bounce" houses, carnival
28 performers such as a "Bearded Fat Lady" and a "Fortune Teller," and costumed "Club Kid"

1 performers appearing in the audience throughout the event, some of whom are still hired to
2 perform up to this year.

3 21. Pleased with the success of the first EDC, Enos and DHM planned another EDC that took
4 place among the schedule of other events produced by Enos and DHM in 1992. The 1992 DHM
5 events included: February's Mickey's Mind Arcade, April's Double-Up Mickey, June's
6 Mickey's Holy Water Adventure, August's Magical Mickey's Electric Daisy Carnival, and
7 October's Magical Mickey's Haunted Mansion. The second Enos DHM Electric Daisy Carnival
8 was held in August of 1992 in Palmdale on Avenue M and 160th Street, on property that was
9 owned by Enos' friend Paul Graham.

10 22. Thereafter, Enos and DHM continued to use the Electric Daisy Carnival trademark and
11 tradename in connection with other DHM events, and in fliers promoting Enos performances,
12 such as Cherryland, Polar Magicka and Aurora in subsequent years, and continuing through the
13 present. True and correct copies of materials reflecting those uses are attached hereto as
14 Exhibit 3.

15 23. Through usage and its distinctive event format, Electric Daisy Carnival attained a
16 distinctive meaning and came to be associated with shows and events produced by plaintiff.

17 24. Rotella initially assisted in or participated with Enos and DHM in promoting DHM's
18 events, including EDC events.

19 25. In late 1996, Rotella approached Enos, as witnessed by Tom Allain and Richard
20 Hamilton, and asked for permission to use the Electric Daisy Carnival name and format. Enos
21 firmly declined, telling Rotella, in word to the effect he should "come up with [his own] name".

22 26. Nevertheless, some months later, in early 1997, Enos became aware that despite being
23 denied permission to use the Electric Daisy Carnival trademark, Rotella was distributing
24 materials purporting to promote an Electric Daisy Carnival event.

25 27. Enos, through his attorney, initially sent Rotella a series of "cease and desist" letters.
26 However, Enos eventually agreed to license the EDC trademark and tradename to Rotella and
27 Insomniac on mutually agreeable terms and conditions. This license ("License") was oral.

28 28. The terms of the License provided that Enos would receive publicity from Rotella and

1 Insomniac in the form of internet credit throughout the use of the EDC trademark and that Enos
 2 would be regularly consulted by Defendants, and that Enos would be permitted to initiate
 3 necessary controls to assure the safety of all EDC events for the well-being of attendees.

4 29. From 1997, through mid-2013, Enos acted as licensor and regularly monitored the usage
 5 of the EDC trademark and continued to supply Defendants with advice concerning safety of
 6 attendees. At the same time, and consistent with the terms of the license, Rotella and Insomniac
 7 acknowledged the license and provided the required publicity and accepted Enos' demands with
 8 respect to use of the trademark and the safety of attendees.

9 30. The trademark license was initially oral but, as described below, it was memorialized
 10 through subsequent conduct of Enos, Rotella and Insomniac.

11 31. For years, Rotella and Insomniac acknowledged the license of the EDC trademark,
 12 announcing to the world on Insomniac's website that: "The name usage was acquired by
 13 Insomniac's partner Philip Blaine. *This refers to the name borrowed from Steve Kool-Aid's*
 14 *original creation from several years prior whom Philip knew through his colleague Gary*
 15 *(Steve's partner) at 1500 Records."* A true and correct copy of that Insomniac website posting
 16 confirming Insomniac and Rotella had "borrowed" the name from Enos, since removed, is
 17 attached hereto as Exhibit 4.

18 32. After Rotella and Insomniac licensed the EDC trademark, electronic dance music and
 19 events gained in popularity. Likewise, the EDC trademark became increasingly popular, as
 20 Rotella and Insomniac held Electric Daisy Carnival festivals throughout the United States and
 21 elsewhere, all under the acknowledged license from Enos. Insomniac has admitted that EDC is a
 22 well-known trademark as defined by trademark laws.

23 33. In early May of 2013, Plaintiff learned that Rotella and/or Insomniac were engaged in
 24 conduct inconsistent with the EDC trademark License. Although the details were and continue
 25 to be unknown, Plaintiff learned that one or more of the Defendants was claiming to own the
 26 EDC name and was planning on selling or possibly conveying the trademark to a third party,
 27 Live Nation.

28 34. Once Plaintiff learned of the facts alleged in the preceding paragraph, he engaged counsel

1 who discovered that Defendants had registered the EDC trademark with the United States
2 Trademark Office.

3 35. Plaintiff believed and continues to believe that Defendants' act of registering the
4 trademark was grounds for terminating the license. On May 11, 2013, Enos commenced a
5 cancellation proceeding before the United States Trademark Trial and Appeal Board.

6 36. On May 22, 2013, Plaintiff's agent and attorney notified Defendants in writing that the
7 License was terminated as of that date and that the Defendants could no longer use the EDC
8 trademark (the "Cease and Desist Letter").

9 37. On June 14, 2013, nearly one month later, Defendants responded by written
10 correspondence through their agent and attorney, Gary Kaufman, Esq. ("the Kaufman Letter").
11 A true and correct copy is attached hereto as **Exhibit 5**.

12 38. The Kaufman Letter stated that Defendants would not cease or desist using the EDC
13 trademark.

14 39. Plaintiff contends that all usage by Defendants of the EDC trademark subsequent to the
15 Kaufman Letter are unlawful infringing acts.

16 40. On information and belief, the wrongfully obtained trademark registration of EDC was
17 transferred from II to IH which is believed to be under the dominion and control of Live Nation.

18 41. It is unknown to Plaintiff whether the Kaufman Letter was furnished by Defendants to
19 Live Nation or whether the letter was concealed by Rotella and Insomniac.

20 42. On information and belief, while possibly initially unaware of the Kaufman Letter, by
21 late June of 2013, Live Nation, through its agents, had actual knowledge of the Kaufman Letter
22 and thereafter acted in concert with Insomniac to infringe Plaintiff's rights.

23 43. On information and belief, subsequent to June 2013, Live Nation has acted in concert
24 with Rotella and Insomniac; and has promoted and profited from the unlawful use of the EDC
25 trademark all to their mutual profit.

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1 49. Plaintiff is informed and believe and based thereon allege that because subsequent to
 2 the date of the Kaufman Letter, the Defendants committed the acts alleged above with
 3 knowledge of Plaintiff's prior rights to, and use of, Plaintiff's rights, and with the intent to trade
 4 on Plaintiff's rights, this case is exceptional under 15 U.S.C. § 1117(a), entitling Plaintiff to
 5 treble damages, and also to the recovery of his attorney's fees.

6 50. Plaintiff also seeks a preliminary and permanent injunction to prohibit Defendants from
 7 any further commercial use of Plaintiff's trademark and trade dress.

8 51. Because of Defendants legal status as licensee, they are estopped from challenging the
 9 validity of Plaintiff's ownership of the EDC trademark.

10 **SECOND CAUSE OF ACTION**

11 **(California Trademark and Trade Dress Infringement – Against All Defendants)**

12 52. Plaintiff repeats, re-alleges, adopts and incorporates each and every allegation contained
 13 in Paragraphs 1 through 43 and 45 through 51, as though fully set forth herein.

14 53. Plaintiff developed the EDC trade mark and affiliated trade dress and used the trademark
 15 and trade dress continuously both directly and through his licensee.

16 54. As of the Kaufman Letter, Defendants or some of them began to use Plaintiff's EDC
 17 trademark and affiliated trade dress unlawfully and thereby infringed Plaintiff's rights under the
 18 common law of California.

19 55. As licensee until the issuance of the Kaufman Letter, Defendants are estopped from
 20 contesting the validity of Plaintiff's trademark rights to EDC.

21 **THIRD CAUSE OF ACTION**

22 **(Cancellation of Federal Trademarks, 15 USC § 1119 – Against Insomniac Holdings, LLC)**

23 56. Plaintiff repeats, re-alleges, adopts and incorporates each and every allegation contained
 24 in Paragraphs 1 through 43, 45 through 51, and 53 through 55 as though fully set forth herein.

25 57. This cause of action relates to federal registrations 3777422 (Electric Daisy Carnival) and
 26 4090760 (EDC).

27 58. Plaintiff believes that trademark EDC has no significance other than as an acronym for
 28 Electric Daisy Carnival and is used by Defendants solely to represent the trademark Electric

FIRST CAUSE OF ACTION

(Trademark Infringement/ Trade Dress Infringement/ False Association

Lanham Act, 15 U.S.C. § 1125(a) –Against All Defendants)

44. Plaintiff repeats, re-alleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 43, as though fully set forth herein.

45. The EDC trademark and trade dress have been extensively advertised and promoted for many years by Plaintiff and his licensee in connection with EDM entertainment and related services. As a result of this advertising and promotion, the EDC name and associated trade dress are recognized as famous and distinctive within the meaning of the U.S. trademark law, including 15 U.S.C. § 1125 and §1127.

46. Defendants' use, and continuing use, in interstate commerce of Plaintiff's trademark in connection with the Defendants' companies, products and services constitutes a violation of 15 U.S.C. § 1125(a), in that it creates a false association between the Plaintiff and the Defendants' companies, products and services, and a false designation of origin as to the goods and services advertised, marketed, promoted, distributed, offered for sale, and sold by the Defendants. Defendants' use of the Plaintiff's rights are likely to confuse, mislead and/or deceive the consuming public and trade by creating the false impression that the Defendants' companies, products and services are or were approved, sponsored, endorsed, guaranteed by and/or are in some way affiliated or associated with the Plaintiff.

47. Defendant's use, and continuing use, in interstate commerce of Plaintiff's trademark EDC in connection with Defendants' companies, products, and services also constitute a false or misleading description or representation in interstate commerce, in violation of 15 U.S.C. § 1125(a).

48. As a direct and proximate result of the conduct of the Defendants, the Plaintiff is entitled, pursuant to 15 U.S.C. §1117(a), to the recovery of: (1) Defendants' profits from the sale of their products and services; (2) any damages sustained by Plaintiff as a result of the Defendants' conduct, the precise amount of which shall be established by Plaintiff at trial; and (3) Plaintiff's cost of suit.

1 Daisy Carnival.

2 59. Trademark 3777422 was registered with the United States Patent and Trademark Office
3 on April 20, 2010.

4 60. Trademark 4090760 was registered with the United States Patent and Trademark Office
5 on January 24, 2012.

6 61. On information and belief, the applicant for both 3777422 and 4090760 was defendant
7 Rotella.

8 62. On information and belief, based on public records, Rotella assigned ownership of both
9 3777422 and 4090760 to one or both of the Insomniac entities after the date of the Kaufman
10 letter.

11 63. At the time that Rotella applied for registration of trademarks 3777422 and 4090760 until
12 the date of the Kaufman letter, Rotella was a licensee of Enos and had no legal right to register
13 the trademarks he had licensed.

14 64. At the time that Rotella applied for registration of the trademarks 377422 and 4090760,
15 Plaintiff had no reason to believe that his licensee was unfaithful or had engaged in this unlawful
16 activity.

17 65. Plaintiff did not discover Rotella's misconduct until approximately May of 2013, when
18 Plaintiff first became aware that Rotella was in the process of selling some or all of Rotella's
19 interest in Insomniac. At that time, Plaintiff was first put on notice to conduct an investigation of
20 Rotella's and Insomniac, Inc.'s conduct. Thereupon, Plaintiff promptly demanded that Rotella
21 and Insomniac cease and desist from representing and claiming ownership of the Electric daisy
22 Carnival and EDC trademarks.

23 66. In response to Plaintiff's demand that Rotella and Insomniac cease and desist, the
24 Kaufman Letter was issued on their behalf at which time Rotella and Insomniac forfeited the
25 trademark licenses and all rights to use the trademarks.

26 67. Subsequent to the Kaufman Letter, Rotella and/or Insomniac, caused the trademarks
27 3777422 and 4090760 transferred to a third entity, IH, or Insomniac Holdings, LLC.

28 68. On information and belief, an entity known as Live Nation, Inc. has an ownership interest

1 in IH, but Plaintiff has no knowledge or information that Live Nation was aware of the contents
 2 of the Kaufman Letter at the time that the letter was sent. However, Plaintiff believes that Live
 3 Nation subsequently learned of Plaintiff's interest in the trademarks prior to the time that it
 4 acquired its interest in Insomniac.

5 69. At the time that Rotella applied for registration of trademark 3777422, he was not the
 6 rightful owner of the trademark but was Plaintiff's licensee.

7 70. At the time that Rotella applied for registration of trademark 4090760, to the extent that
 8 this trademark is found to be an acronym of trademark 3777422, he was not the rightful owner of
 9 the trademark but was Plaintiff's licensee.

10 71. At the time of filing the application for trademarks 3777422 and 4090760, Rotella
 11 represented to the United States Patent and Trademark Office that he was the rightful owner of
 12 the trademarks when he knew that he was not.

13 72. Based on Rotella's false representations and statements made to the United States Patent
 14 and Trademark Office, both registrations are subject to cancellation.

15 **FOURTH CAUSE OF ACTION**

16 **(California Unfair Competition, Business & Professions Code § 17200 et seq. – Against All**
 17 **Defendants)**

18 73. Plaintiff repeats, re-alleges, adopts and incorporates each and every allegation contained
 19 in Paragraphs 1 through 43, 45 through 51, 53 through 55, and 57 through 72 as though fully set
 20 forth herein.

21 74. Defendants have engaged in and continue to engage in unlawful, fraudulent and unfair
 22 business practices as the term is defined in Section 17200 of the California Business and
 23 Professions Code, which includes state or federal "unlawful, unfair or fraudulent business act or
 24 practice."

25 75. Defendants' unlawful, unfair and fraudulent business acts or practices include violations
 26 of state and federal trademark law, unlawful registration of Plaintiff's trademark, refusal to
 27 acknowledge termination of the license extended by Plaintiff to Defendants and repudiation of
 28 the existence of the license between Plaintiff and one or more of the Defendants.

1 76. All of the foregoing constitute unlawful business practices by Defendants in violation of
2 California Business and Professions Code § 17200 *et seq.*

3 77. Plaintiff is without an adequate remedy at law.
4

5 **WHEREFORE**, Plaintiff prays for judgment against the Defendants as follows:

6 **AS TO THE FIRST CAUSE OF ACTION**

- 7 1. General and special damages in accordance with proof at trial, together with interest
8 thereon at the maximum legal rate;
9 2. Treble damages in an amount according to proof at the time of trial;
10 3. An award of Plaintiff's fees;
11 4. A preliminary and permanent injunction prohibiting the Defendants and their affiliated
12 companies from any further commercial use of Plaintiff's trademark and trade dress
13 rights.

14 **AS TO THE SECOND CAUSE OF ACTION**

- 15 1. General and special damages in accordance with proof at trial, together with interest
16 thereon at the maximum legal rate;
17 2. Treble damages in an amount according to proof at the time of trial;
18 3. An award of Plaintiff's fees;
19 4. Preliminary and permanent injunction prohibiting the Defendant's and its affiliated
20 companies from any further commercial use of Plaintiff's trademark and trade dress.

21 **AS TO THE THIRD CAUSE OF ACTION**

- 22 1. Cancellation of Federal Trademark Registrations 3777422 (Electric Daisy Carnival) and
23 4090760 (EDC).

24 **AS TO THE FOURTH CAUSE OF ACTION**

- 25 1. Restitution of all funds unlawfully acquired by Defendants for use of Plaintiff's
26 trademark and trade dress subsequent to the termination of the license on or about May
27 22, 2013 and no later than the date of the Kaufman Letter;
28 2. A preliminary and permanent injunction prohibiting the Defendants and their affiliated

companies from any further commercial use of Plaintiff's trademark and trade dress.

AS TO ALL CAUSES OF ACTION

1. For all costs of suit incurred herein, and;
2. For such other and further relief as the Court may deem to be just and proper.

Dated: March 16, 2016

THE RUDD LAW FIRM, a P.C.



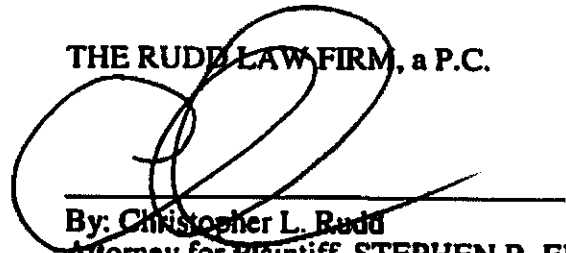
By: Christopher L. Rudd
Attorney for Plaintiff STEPHEN R. ENOS

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: March 16, 2016

THE RUDD LAW FIRM, a P.C.



By: Christopher L. Rudd
Attorney for Plaintiff, STEPHEN R. ENOS

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VERIFICATION

The undersigned, for himself declares:

I am the Plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Dated: March 16, 2016


STEPHEN ENOS

THE RUDD LAW FIRM, A P.C.
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VERIFIED COMPLAINT

EXHIBIT 1

LEAVING JUNE 1998



WITH THE UN-SWEET'N'D RETURN OF
LOLLIPOP LEIGH AND SUGAR DADDY SEAN
AT OUR DEAR MARSHA'S FRONT DOOR.
ONCE INSIDE WITNESS TOMAS BLISS AND THE
"BALDY BUNCH" DO THEIR THING ON THE BED.
DJ'S MR. KOOL-AID (STEVE) AND MICHAEL
(ALICE'S HOUSE, THROUGH THE LOOKING GLASS, AQUARIUS)
SUPERSONIC SOUND BY CHRIS COMBS
SPECIAL FILMING OF "THE MYTH OF HOLLYWOOD"
A SWEDISH DOCUMENTARY AND YOU'LL BE IN IT!

THIS IS A PRIVATE PARTY
INVITATION ONLY
\$10 ADMISSION

SATURDAY MAY 19th

FOR DIRECTIONS GO TO 5th AND ALAMEDA (BEHIND THE GAS STATION)
FURTHER INFO (213) 241-1860

CULTURE PROMOTIONS PRESENTS

JAH SHAKA

FRIDAY
19th
FEB 99
10PM-6AM/7PM

SOUND SYSTEM

THE STIFF CLUB

FORMERLY THE POWERHOUSE
240 SEVEN SISTERS RD
LONDON N4 TEL 011 501 9656
OPPOSITE TINSBURY PARK TUBE

THE KING OF DUB BY THE CONTROLS
REACH STATE

TOP LEFT: Ian Swift has had a long association with Gilles Peterson and the London jazz scene, first designing the 'Talisman' logo and then a proliferation of record sleeves, flyers, and posters that comprised a who's who of British jazz (and funk), including this poster for the 'Talisman' label series at the Fridge in London in 1992.

SCREEN LEFT: The designer, graphic, and DJ (who also happened to be the 'Rock-Aid of Your World' of the event) the multi-talented Stephen Houghton. The party, from May 1998, was a series presented by Houghton who is now in his 40s. About 1000 people, a resident DJ, and a very lively and interesting party, though these days it's a bit different.



Swift has had a long
with Gilles Peterson and the
scene, first designing the
logo and then a proliferation
of flyers, and posters that
who's who of British jazz
including this poster for
parties at the Fridge in
02.

BOTTOM LEFT The designer, promoter, and
DJ (who also happened to be the Mr.
Kool-Aid of flyer legend) of this event was
the multitasking Stephen Hauptfuhr. This
party, from May 1990, was a series
promoted by Hauptfuhr when he was still
in his teens. Twenty years hence, LA
resident Hauptfuhr is still throwing
interesting parties, though these days
without the assistance of either Mr.
Kool-Aid or Marsha Brady.



The who
MAXIMUM R B
TUESDAY AT THE
88 WABASH ST **MARQUEE**



ROCK POSTERS

1952 TO 2012



EXHIBIT 2

MR. KOOL-AID ^{GARY OF} **SERMON**

the creators of

**MICKEY'S
HOLY WATER
ADVENTURE**

PRESENTS THE GREATEST SHOW ON EARTH

**MAGICAL
MICKEY'S
ELECTRIC
DAISSY
FARNIVAL**

THIS EVENT WILL BE AT AN ALL NEW LOCATION AS WE TAKE L.A. TO NEW HEIGHTS ON
MICKEY'S FULL SIZE (4 STORY HIGH)

F E R R I S

W H E E L

DARE TO EXPERIENCE THE POWER OF



**THE TWISTING
TORNADO RIDE**

WITH DJS
MR. KOOL-AID
MICHAEL COOK
JON WILLIAMS
DESTRUCTO ELI STAR
MIKE MESSEX SEAN PEERRY

THRILL TO THE SIGHTS OF!
SHI SHOO KOO
THE FIRE BREATHING MAN
AND THE BEARDED LADY
COME TAME TONY THE 30 FOOT TIGER
MEET ZOL TAR THE FOR TUNE TELLER
COME EXPLORE MICKEY'S MAGIC CASTLE
TWO MASSIVE MOONBOUNCES AND
A GUESS YOUR WEIGHT BOOTH



EXHIBIT 3





A Free Gathering in
Celebration of the
Sagittarius Full Moon

**SATURDAY
DEC. 13th**

This gathering of friends
will be outdoors, so dress
accordingly - be prepared
& come have a good time

Magicka is: A self contained
party unit. Including our
own Tents, sound, lighting &
visuals. Next spring with the
Sugarbush Kids (Denver, CO)
we will be traveling around
the States and eventually to
Germany's Love Parade 98

DJ's
Kool-Aid
Thee-o
Tom Allain
Jon Mark

Drum 'n Bass
Deacon
solus
E-sassin

Performing LIVE
BASSLAND
MIKE FIX

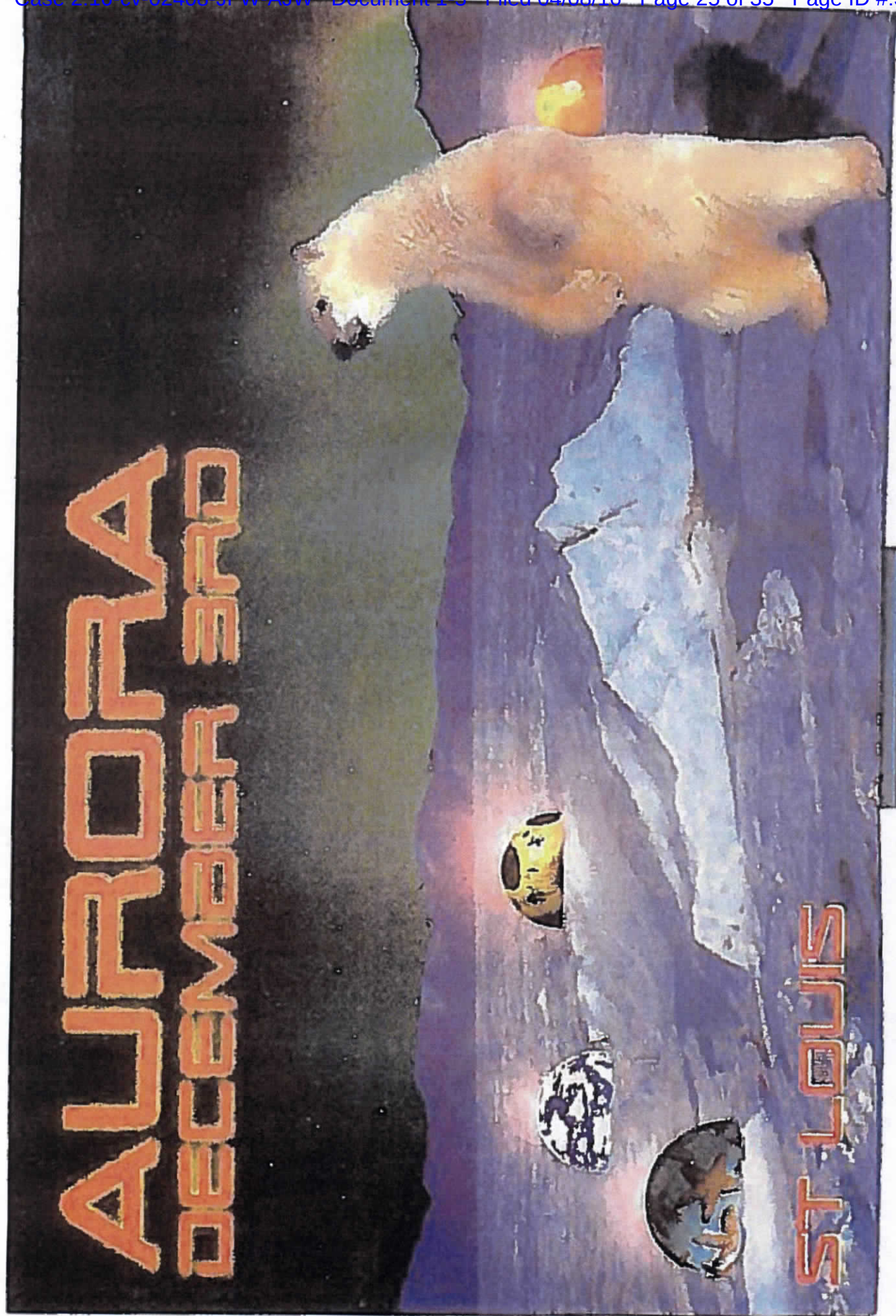
THE

CIRCLE

Peace Love & Respect
to all those of you
dedicated to the
phuture!

213.368.4823
714.804.5608
619.492.8651

Water-Fire-Earth-Air
C B-DAY C&C



That girl invites you all to take part in her Birthday celebration and the welcoming of the winter season.

AURORA DECEMBER 3RD

Orchestrating the Festivities

DJ JOSH

S.F. (the Gathering, Move)

MILES MAEDA
Chicago

JOHN KESSAN
Denver

MR. KOOLAI
LA (Double Hit Mickey, EDC)

and St Louis's Illuminator
ASTROBOY

Ambient Room featuring LA's
SUNKISSED PROJECT

Creating a Northern Light Exposure
EYEGASM

Super Sound provided by
DIVERSIFIED AUDIO

Mind Expanding, Energy Boosting
Smart Bar stuff, brought to you by
GET SMART

That Girl would like to thank all the kids in St Louis as well in all of our neighboring cities for their support and positive contributions to our events and the Nationwide Family as a whole.

St. Louis
314.995.9518

Denver
303.575.1149

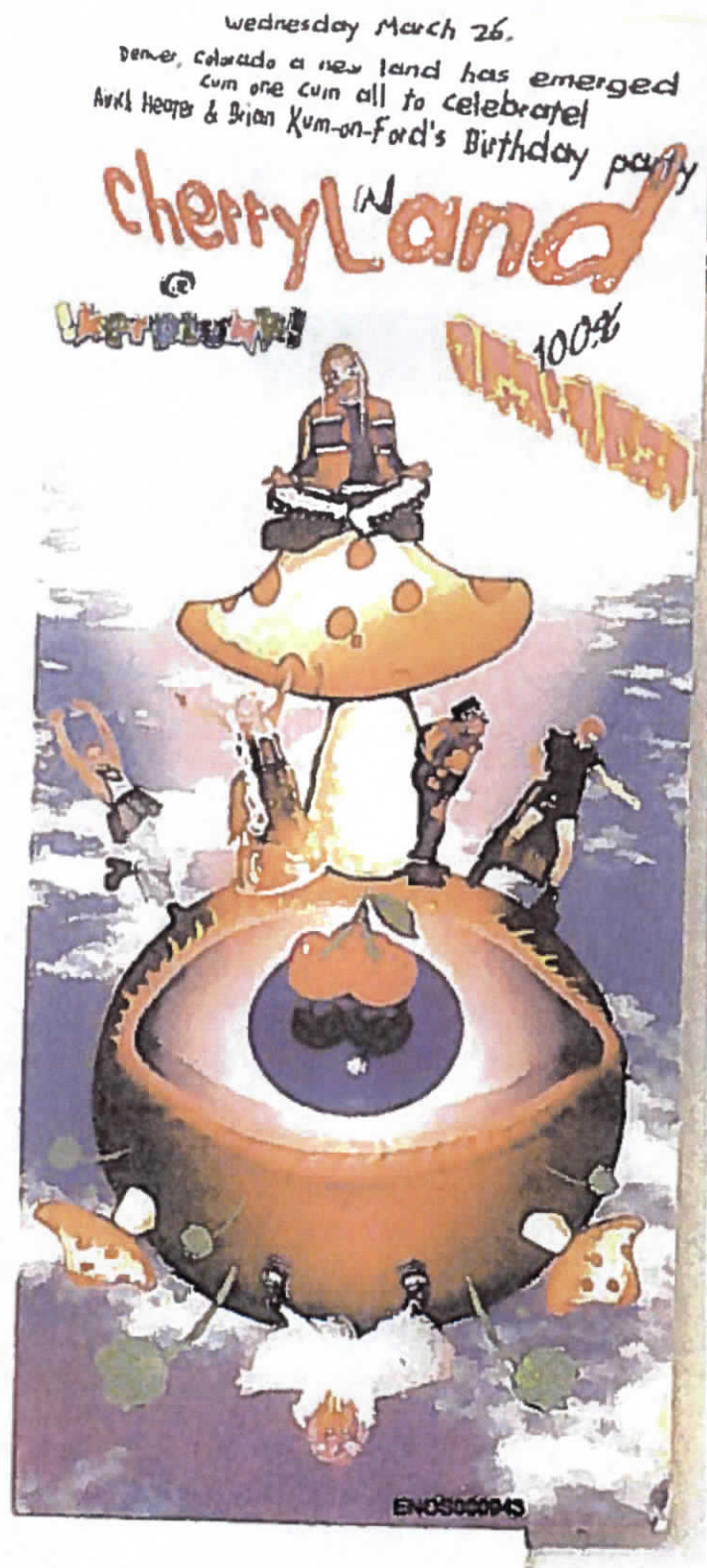
Chicago
312.604.1764

Ohio
513.496.4071

Nashville
615.780.3730

Indianapolis
307.899.8100

Memphis
901.363.9831



"Super Jumpin Juice Jack-n Djs"
Experimental Techno Guru
from LA's Double Hit Mickey - EDC

dj Kool-Aid

Koln, Germany-Sugar Twist

Manuel

NYC King Size Prod

Skwid Boy

Nitro (Love Parade Germany)

X-zakt (Kerplunk SugarTwist)

Live Performance

forekin500 (Mile high pornstars)

Attractions

"not an old school party" The beating was slow (beat)
and was by Superstar DJ's, DJ's & Freshies

Definitely "house" Style and it should be by DJ's
in the house (house) by HSDJ

Introducing "house" for 21 and up
and "house" will be "house" only

Kerplunk and Disco 2000 celebrities

Peeking Pussy (voted best sweet n sour dish)

Arick Heater (mile high star fucker) Kid cyber tyre

Shandalaria (Big time T and A)

RAW-B (southside corner DRUNK)

Becky blewhard (the name sys ALL)

UGN (supermodel 2001)

Tuesday (Denvers finest?)

IRon (king of klub stick licks)

\$6 presale tickets available @ UZL

508 E. Colfax & Fashion Nation

10pm till 5am

tickets also available at door

much Love Respect and Liberation to:

man & pps, peeling pussy, shandalaria

terry lantz, michael d'ag, skwidboy, rich lala

rockie nixon, no ludoid, rufe layden, all vegans

STREET people, die hard clubbers and drag queens

Arick Heater

Secret Paths to Cherryland

(303) 575 5640 (303) 575 1232

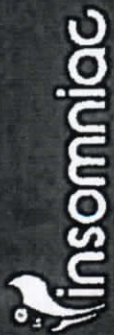
(303) 575 1185 (303) 575 5680



EXHIBIT 4

RAO

Insomniac Events - Electric Daisy Carnival



Electric Daisy Carnival

- HOME
- VIDEAWARE
- NEWS
- EVENTS
- SIDEP
- COMMUNITY
- PHOTOS
- VIDEOS
- DISCOGRAPHY
- CONTACT



EXHIBIT 5

THE KAUFMAN LAW GROUP
A PROFESSIONAL CORPORATION
1901 AVENUE OF THE STARS
SUITE 1010
LOS ANGELES, CALIFORNIA 90087
TEL (310) 286-2202
FAX (310) 712-0023

June 14, 2013

VIA EMAIL: clrudd@c2lawgroup.com
& U.S. MAIL

Christopher L. Rudd, Esq.
C2 Law Group, P.C.
16255 Ventura Blvd., Suite 925
Encino, CA 91436

Re: Stephen R. Enos - Cease and Desist Demand re Electric Daisy Carnival

Dear Mr. Rudd:

As you know, this office represents Insomniac, Inc. and Pasquale Rotella, owner of the valid registered trademarks Electric Daisy Carnival and EDC, U.S. registration nos. 3777422 and 4090760 respectively (the "EDC Marks"). This follows up on our recent telephone conversations and responds to your cease and desist letter of May 22, 2013, your email of June 6, 2013 containing Mr. Enos' demand for monetary compensation, and your email of June 13, 2013 referencing Mr. Enos' efforts to register infringing trademarks for Electric Daisy Carnival in Australia, Canada and Brazil.

Please be advised that given the timing of your client's claims, the true facts and your June 13, 2013 email's indication that Mr. Enos will be going to the media with his claims, we view Mr. Enos' actions as nothing more than a shakedown.

Mr. Rotella first registered the Electric Daisy Carnival mark over ten (10) years ago and first began using the mark in commerce nearly fifteen (15) years ago, yet your client remained silent. Only now, after rumors of a potential multi-million dollar deal for a stake in Insomniac have hit the Internet, has Mr. Enos decided to come out of the woodwork and claim an ownership interest in my clients' brands.

However, assuming for the sake of argument that your client ever had rights to the Electric Daisy Carnival mark (which we do not concede), he had either 1) abandoned those rights by the time he allegedly gave a license to Mr. Rotella in or after 1995; or 2) granted a naked license, as Mr. Enos has admitted that he knew full well of Insomniac and Mr. Rotella's use of the marks since 1997, yet has never exercised one iota of control over Insomniac or Mr. Rotella's use. Furthermore,

THE KAUFMAN LAW GROUP
A PROFESSIONAL CORPORATION

Christopher L. Rudd, Esq.
6/14/2013
Page 2 of 2

Mr. Enos has never once used "EDC" in commerce. Mr. Enos' claims are meritless – Mr. Rotella owns the EDC Marks.

Therefore, please be advised that 1) my clients absolutely will not cease or desist using their valid registered trademarks; and 2) your client's settlement demand is rejected. There will be no counteroffer.

To make matters worse, your client has now filed a bad faith application to register the Electric Daisy Carnival marks in Australia. Your June 13, 2013 email states that he has also filed similar applications in Canada and Brazil, but we find no evidence of this. In any case, Mr. Enos' awareness of the international association of these marks with Mr. Rotella and Insomniac means that any assertions of ownership Mr. Enos is likely to make to the trademark registration authorities of these other countries would be fraudulent, and your client may be assured that those applications will be vigorously opposed. The fact that these applications came so hot on the heels of your conversation with me on June 4, 2013, together with your June 13 reference to Mr. Enos' potentially fielding media requests, only strengthen our conclusion that Mr. Enos has taken these actions for the purposes of strong-arming my clients into a monetary settlement.

Mr. Enos should understand that creating this type of mischief will not motivate my clients to pay him money. My clients take these matters very seriously and will vigorously protect and defend their intellectual property rights, both before the Trademark Trial and Appeal Board and in the courts. So, let me state this in no uncertain terms - should your client attempt to use the EDC Marks in any way, Insomniac and Mr. Rotella will exercise any and all available remedies against Mr. Enos and any of his co-conspirators. In addition, should Mr. Enos make any false statements of ownership in the EDC Marks to anyone, media or otherwise, my clients are fully prepared to sue him for damages, including punitive damages, as Mr. Enos' recent actions clearly constitute malice.

Please govern yourselves accordingly.

Very truly yours,



GARY JAY KAUFMAN

GJK:ch

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss.

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is 15233 Ventura Boulevard, Suite 320,
Sherman Oaks, CA 91403.

6 On **March 31, 2016**, I served a copy X / original ☐ of the foregoing document(s) described as
7 **VERIFIED COMPLAINT OF TRADEMARK INFRINGEMENT, SUMMONS, and NOTICE**
OF ACKNOWLEDGMENT on the interested parties in this action addressed as follows:

8 Live Nation, Inc. c/o Corporate Creations
9 1430 Truxton Ave.
Bakersfield, CA 93301

10 Insomniac Holdings, LLC c/o Corporate Creations
11 1430 Truxton Ave.
Bakersfield, CA 93301

12 By placing true copies thereof enclosed in a sealed envelope(s) addressed as stated above.

13 **BY MAIL (CCP §1013(a)&(b)):** I am readily familiar with the firm's practice of collection
14 and processing correspondence for mailing with the U.S. Postal Service. Under that practice such
15 envelope(s) is deposited with the U.S. postal service on the same day this declaration was executed,
with postage thereon fully prepaid at 15233 Ventura Boulevard, Suite 320, Sherman Oaks, CA
91403, in the ordinary course of business.

16 X **BY FEDERAL EXPRESS (CCP §1013(a)&(b)):** I am readily familiar with the firm's
17 practice of collection and processing correspondence for mailing with Federal Express. Under that
18 practice such envelope(s) is deposited with Federal Express on the same day this declaration was
executed, with postage thereon fully prepaid at 15233 Ventura Boulevard, Suite 320, Sherman Oaks,
CA 91403, in the ordinary course of business.

19 **BY EMAIL (CCP § 1010.6; CRC Rule 2.251(g)):** I transmitted the above-stated
20 document(s) and an unsigned copy of this declaration from my computer (electronic notification
21 address **clrudd@ruddlawpc.com** located at The Rudd Law Firm, P.C., 15233 Ventura Boulevard,
Suite 320, Sherman Oaks, CA 91403, to the interested parties in this action whose names and e-mail
22 addresses are listed above. I did not receive, within a reasonable time after the transmission, any
electronic message or other indication that the transmission was unsuccessful. Service by e-mail or
23 electronic transmission was agreed upon based on a court order or an agreement of the parties to
accept service.

24 I declare under penalty of perjury under the laws of the State of California that the above is true and
correct.

25 Executed on March 31, 2016 at Sherman Oaks, California.

26 Kellee Elizabeth Smith
27 Kellee Elizabeth Smith

APR 01 2016